



## Idaho Division of Purchasing

### Statewide Blanket Purchase Order

#### Purchase Order Summary

**Purchase Order Name:** Herbicide and Adjuvant Products  
**Contract Number:** SBPO20220905  
**Contract Value:** 200,000.00 USD  
**Purchase Order Date:** 8/6/2021  
**Start Date:** 8/6/2021 12:00 AM  
**End Date:** 8/5/2023 11:59 PM  
**Submitted By:** Justin Gross

#### Instructions

#### NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD

This Contract is for Herbicide and Adjuvant Products (Herbicide Products), awarded on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327, pursuant to ITB 000000. This Contract shall be for the period noted above, and may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the ITB.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Mark Hasquet

Phone: +1 208-880-5689

E-mail: [mhasquet@wilburellis.com](mailto:mhasquet@wilburellis.com)

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this SBPO will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This SBPO, including any attached files, constitutes the State of Idaho's acceptance of your signed Bid (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

1. This SBPO
2. The Contractor's signed Bid

**Supplier**

**Shipping Details**

Mark Hasquet      **Ship FOB:**    Destination, Prepaid

20471 Pinto Lane Caldwell Idaho, 83607

**Phone:** +1 208-459-1631

**Email:** mhasquet@wilburellis.com

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**Special Instructions:**

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**Internal Comments:**

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**Signature :**Justin Gross

**Signed By :** Justin Gross Digitally signed by Justin Gross  
Date: 2021.08.06 11:44:24 -06'00'



**BRAD LITTLE**  
Governor  
**KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208) 327-7465  
Email: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)  
[www.purchasing.idaho.gov](http://www.purchasing.idaho.gov)

SBPO20220905  
Statewide Blanket Price Agreement: Herbicide and  
Adjuvant Products (Herbicide Products)

Acknowledgement of Idaho State House Bill 220

Wilbur Ellis

“Contractor”

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the “Act”) and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Kenny Macy

Title: Kenny Macy Director of Sales- Pro Markets

Signature: \_\_\_\_\_

Date: 8/5/2021



**STATE OF IDAHO**

**DIVISION OF PURCHASING**

**STATEWIDE BLANKET PRICE AGREEMENT (SBPO) 20220905**

**Herbicide and Adjuvant Products (Herbicide Products)**

Company Name: **Wilbur-Ellis Agribusiness**

**1. PURPOSE**

This price agreement is established pursuant to IDAPA 38.05.01.085 for the purpose of establishing a source for Herbicide Products, in accordance with all requirements as described below.

**2. TERM**

This Price Agreement is effective August 7, 2021 and expires August 6, 2023. This price agreement is not renewable or extendable.

**3. PUBLIC AGENCY CLAUSE**

Prices must be extended to other "Public Agencies" as defined in Section #67-2327 of Idaho Code, which reads: *"Public Agency" means any city or political subdivision of the state, including, but not limited to counties; school districts; highway districts; port authorities; instrumentalities of counties; cities or any political subdivision created under the laws of the state of Idaho; any agency of the state government; and any city or political subdivision of another state."*

**4. STANDARD TERMS AND CONDITIONS**

The **State of Idaho Standard Contract Terms and Conditions (May 2021)** is incorporated by reference into this Price Agreement, as set forth in its entirety. This document can be downloaded at [https://purchasing.idaho.gov/wp-content/uploads/Standard-Terms-and-Conditions\\_May-2021.pdf](https://purchasing.idaho.gov/wp-content/uploads/Standard-Terms-and-Conditions_May-2021.pdf).

**5. USAGE REPORT**

Report: Contractor must furnish detailed quarterly usage reports, which must include all purchases made under this Price Agreement, utilizing the State’s Summary Usage Report form or any Summary or Detailed Usage Report form developed by the State in the future. The Contractor must submit the quarterly usage reports, in Excel format, to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Reporting Timeline (Fiscal Year Quarters):		Fee and Report Due:
1 <sup>ST</sup> Quarter	July 1 – Sept 30	October 31 <sup>st</sup>
2 <sup>nd</sup> Quarter	Oct 1 – Dec 31	January 31 <sup>st</sup>
3 <sup>rd</sup> Quarter	Jan 1 – Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter	Apr 1 – Jun 30	July 31 <sup>st</sup>

If the Contractor fails to submit the required quarterly usage report, as provided above, the State, at its discretion, may declare the Contractor in default and be cause for disqualification of Contractor for future agreements or other action by the State.

**6. HERBICIDE AND ADJUVANT PRODUCTS**

6.1 Trade Name: All Herbicide Products offered by Trade Name are the original and/or most common source(s) of the herbicide and are trademarked by the manufacturer.

6.2 Generic Name: Products offered under a Generic Name will generally be accepted if they have the same active ingredients as the Trade Name and perform in a manner substantially similar to the Trade Name product.

**7. TECHNICAL ASSISTANCE AND FIELD SUPPORT**

The Contractor must provide technical assistance between the hours of 8:00 am-5:00 pm MST, Monday-Friday, with the exception of holidays as identified in Idaho Code 73-108, as amended, available at <https://legislature.idaho.gov/statutesrules/idstat/Title73/T73CH1/SECT73-108/>. The Contractor must provide a toll-free or local access number for ordering products and requesting technical assistance. The Contractor must have an available employee who are knowledgeable of Herbicide Products and their application. The Contractor must respond to technical questions via telephone or e-mail within twenty-four (24) hours of written notice.

**8. PACKAGING**

The Contractor must package and deliver all Herbicide Products in the package size specified by the Ordering Agency. If the container size is no longer in production, the Contractor must provide written notification from the manufacturer stating the manufacturer’s packaging or container size is no longer available or has changed. Herbicide Products delivered with a packaging or container deviation, without written justification from the manufacturer, will be rejected and must be redelivered within three (3) business days of written notification.

## 9. LABELING

The Contractor must provide to the Ordering Agency, at the time of delivery, one (1) printed copy of federally approved, current, specimen label and Safety Data Sheet(s) (SDS) for each ordered Herbicide Chemical.

<https://www.osha.gov/dsg/hazcom/enforcementmsdsrequirement.html>

## 10. PESTICIDES DEALER LICENSE

Contractor must provide, to the State of Idaho, a Restricted-Use Pesticides (RUP) Pesticide Dealer's license issued by the Idaho State Department of Agriculture for use in the State of Idaho and must maintain the license for the life of the Price Agreement.

## 11. INSURANCE

11.1 Contractor must carry all insurance required by federal and state laws, state and city ordinances, charters, regulations, and codes. Contractor may, at its option, self-insure all its obligations provided that such programs are in compliance with the laws of the State of Idaho. Concurrent with the execution of the agreement for services, the Contractor must furnish evidence of self-insurance or the following certificates of insurance within ten (10) business days. Certificates must be issued by an insurance company who meets the requirements to conduct business in Idaho. The Contractor must name the State of Idaho as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State. Should the Contractor not maintain the program of self-insurance, then without limiting any liabilities or any other obligations of Contractor, prior to shipment of materials or commencing performance of any work, and at its sole expense, Contractor must purchase and continuously carry for the term (including warranty periods and extended periods to specific insurance thereunder). The following certificates are to be furnished:

11.2 Liability: A certificate of insurance evidencing insurance coverage for general liability including contractual liability, written a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage, and personal injury.

11.3 Worker's compensation and employer's liability: A certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury, and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self-insurer.

## 12. DISTRIBUTION SITES AND LOCATIONS

If Contractor has more than one (1) distribution site, Contractor must provide the details as necessary on a separate word document. The information that must be provided, at minimum, is the address, contact person, contact phone number, and contact email address.

**13. ORDERING AMOUNT AND DELIVERY**

13.1 Ordering Agencies will place orders on an as needed basis via a purchase/delivery order (Order). The Ordering Agency contact will be indicated on each order as it is placed. Actual quantities may vary due to the nature of the Ordering Agency's needs; no minimum or maximum orders are guaranteed or implied.

13.2 The Contractor must deliver all ordered Herbicide Product within three (3) business days, excluding State-recognized holidays, after receipt of order (ARO). Contractor must inform the Ordering Agency if delivery cannot be made within three (3) business days. The Ordering Agency may agree to a different delivery date or may cancel the Order.

13.3 The Contractor must provide and deliver the exact Herbicide Product ordered; **NO SUBSTITUTIONS WILL BE ACCEPTED.**

**14. STORAGE LIFE**

Upon delivery, the Herbicide Products ordered must have a minimum of seventy-five percent (75%) storage life remaining. For example, if an Herbicide Product is good for one (1) year after manufacturer's date on the label, there must be nine (9) months remaining of product life upon delivery. Products delivered which do not meet this requirement will not be accepted; replacement Products must be redelivered within three (3) business days of written notification. Contractor will be responsible for collection and proper disposal of rejected Products.

**15. PRICE ADJUSTMENTS**

15.1 A price redetermination may be initiated by the Contractor at any time during the term of the Price Agreement. Price redeterminations must be submitted to the State, in writing, and must include justification and supporting documentation of industry wide decrease or increase in cost to provide the Herbicide Product.

15.2 The price redetermination will be based on the Producer's Price Index (PPI) [www.bls.gov/ppi](http://www.bls.gov/ppi) and the price to be paid will be increased by 100% of the change as reflected by the following Industries of the Producers Price Index published by the United States Department of Labor:

(1) Industry: Pesticide and other agricultural chemical manufacturing

Product: Pesticide and other agricultural chemical manufacturing.

Series ID #PCU325320325320 Categories 1, 2, and 3.

(2) Industry: Pesticide, fertilizer, and other agricultural chemical manufacturing

Product: Pesticide, fertilizer, and other agricultural chemical manufacturing.

Series ID #PCU3253 – 3253 – Category 4, Items 4A-4E

Base Period: January 2018 is hereinafter the reference "Base Period".

15.3 Mechanics of price adjustment: Divide the current index value by the index value for the base period, and then multiply the result by 100 and round to the nearest one hundredth. Multiply the current value of the Special Index by the original base selling price, and then divide by 100; this final figure will be the adjusted price for the current time period.

## 16. **CATALOG PRICING**

16.1 The Contractor may offer their full catalog to the State with all products, both Trade and Generic Name. Your catalog must show the pricing that will be offered to the State.

16.2 In the event the efficiency of Products are diminished due to adaptation of the target weeds, the State may seek to add Products to the Contract. Contractors may offer new Herbicide Product to the State at any time during the Price Agreement. The State will offer each Contractor an opportunity to provide a price for the new Herbicide Product. The new Herbicide Products, once accepted by the State, must be governed under the same terms and conditions of this Price Agreement.

16.3 In the event an Herbicide Product must be removed from this Price Agreement, the State will notify the Contractor immediately of the removal and the Contractor must no longer sell the product under this Price Agreement.

16.4 If an Herbicide Product is no longer being produced, the Contractor must immediately notify the State and the State will confirm, with all the Contractors, that the Herbicide Product is no longer in production.

## 17. **NEW PRODUCTS (TRADE OR GENERIC)**

Each individual agency utilizing this Price Agreement shall be required to seek individual pricing from each Contractor for any new product offered. The consideration for award will be contingent on the Contractor who is offering the best overall value to the State (pricing, availability, effectiveness, etc.)

## 18. **NON-EXCLUSIVITY**

The Contractor and State agree this Price Agreement is not an exclusive agreement for the Herbicide Products listed. State and public agencies may, at their option, choose to use this Price Agreement as they see fit and in their best interests. State and public agencies may utilize additional or alternate price agreements and State contracts.

## 19. **PURCHASING CARD (PCARD) PAYMENT**

Payments for Herbicide Products, under this Price Agreement, may be made by Ordering Agencies using a government issued credit card (Pcard). The Contractor must accept Pcard payments without any additions or surcharges to the Ordering Agency or to the State.

## 20. **TERMINATION FOR CONVENIENCE**

The State may terminate this Price Agreement for any reason with thirty (30) days written notice to the Contractor.



21. **BILLING PROCEDURE**

The Contractor must provide an invoice no later than thirty (30) calendar days after each delivery. Invoices submitted without the information below will be returned to the Contractor for correction and resubmission.

The Contractor must provide the following information with each invoice:

1. Contract number and Ordering Agency PO number
2. Identification of billing period
3. Total amount billed for the billing period
4. Detailed description of products
5. Name of authorized individual and contact information for Contractor

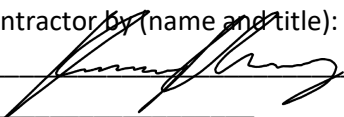
22. Due to laws that were passed in the state of Idaho in calendar year 2021, we require that the Contractor complete the following:

22.a On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA. Do you certify as follows?

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

  X   \_\_\_\_\_  
Yes, we certify per the above                      No, we do not certify

Certified for Contractor by (name and title): Kenny Macy Director of Sales- Pro Markets

Signature: 

Date: 8/5/2021

Wilbur-Ellis Agribusiness

State of Idaho, Division of Purchasing

  
Contractors Signature and Title

Kenny Macy Director of Sales- Pro Markets

8/5/2021

Date

3373 S Caleb Way

Meridian, ID 83642

Address

State's Signature and Title

Justin Gross, Procurement Supervisor

8/6/2021

Date

650 W State Street, Room 100

Boise, ID 83702

Address